

HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

WILDWOOD TOWNHOMES OWNERS
ASSOCIATION, a Washington Non-Profit
Corporation,

Plaintiff,

v.

AMERICAN FAMILY MUTUAL INSURANCE
COMPANY, S.I., a Wisconsin Corporation; and
DOE INSURANCE COMPANIES 1–10,

Defendants.

NO. 2:21-cv-01080-BJR

DECLARATION OF JIM LEATZOW IN
SUPPORT OF PLAINTIFF’S OPPOSITION
TO DEFENDANT’S MOTION TO EXCLUDE
TESTIMONY OF WITNESS JIM LEATZOW

Jim Leatzow, on oath, deposes and states:

1. I am over the age of 18, competent to testify, and do so of my own personal knowledge. I have personal knowledge of all the facts set forth in this Declaration of Jim Leatzow in Support of Plaintiff’s Opposition to Defendant’s Motion to Exclude Testimony of Witness Jim Leatzow (“Declaration”) and if called upon to testify, I could and would testify competently thereto.

2. I am the President of Leatzow & Associates, Inc., a consulting firm offering property and casualty insurance consulting services, expert services, and arbitration services.

3. I have over 48 years of experience in the insurance industry. Beginning in 1975, I sold property insurance products, as well as casualty, life, health, and disability insurance products, to both personal and commercial lines accounts.

1 4. I was a licensed insurance agent, broker, and producer nationally for 23 years. I
2 have been continuously licensed as an Illinois producer for the last 48 years, since 1975. I have
3 been licensed as a Wisconsin producer for the last 34 years, between 1989 and 2023. I was
4 licensed in Washington state for 21 years between 1982 and 2006.

5 5. I established a national construction industry specific liability program, whereby I
6 personally authored a manuscript liability insurance policy form, unique endorsements,
7 applications, underwriting guidelines, claims handling manual, and the premium rate filings for a
8 segment of the construction industry. This liability insurance program was fully approved on an
9 “admitted basis” in the Departments of Insurance in 50 states, as well as the District of Columbia. I
10 was responsible for the functions of marketing, sales, underwriting, policy pricing, and physical
11 issuance of new and renewal policies associated with this liability insurance program nationally for
12 23 years. I also became a Third-Party Claims Administrator (“TPA”) for this program. As such, I
13 was responsible for adjusting and adjudicating all construction defect claims for the program
14 between 1985 and 2005. I have 20 years of experience on how claims should be adjusted and the
15 standard of care in the insurance industry for claims adjustment.

16 6. As an underwriting, coverage, claims handling, and bad faith expert, I have been
17 qualified to testify in various state courts, as well as all federal court districts. I have rendered
18 expert opinions nationally concerning a myriad of insurance industry customs and practices, plus
19 insurance coverage pertaining to property and liability insurance. Between 2005 and the present, a
20 significant portion of my work as an expert has involved opining on agent, broker, and/or producer
21 standard of care issues in addition to claims handling standard of care, coverage and bad faith
22 claims handling nationally. A true and correct copy of my Curriculum Vitae further detailing my
23 experience is attached to this Declaration as Exhibit A.

24 7. Since 2005, I have been retained as an expert over 700 times regarding insurance
25 related issues. I have been retained as an expert in claims handling standards numerous times and
26
27

1 to my knowledge have never been excluded as an expert when offering testimony in relation to
2 claims handling standards.

3 8. I was retained in this matter to evaluate the procedure and manner in which
4 Defendant American Family Mutual Insurance Company, S.I. ("American Family") adjusted the
5 Wildwood Townhomes Owners Association's ("Association") first party property insurance claim.
6 As part of my assignment, I reviewed the pleadings, correspondence between the parties, existing
7 case law, reports prepared by both Evolution Architecture and YA Engineering Services,
8 American Family's claim file, which includes claims correspondence, American Family's
9 coverage determination, and the Association's letter under the Insurance Fair Conduct Act
10 ("IFCA") to American Family.

11 9. I also reviewed and am familiar with the provisions of the Washington
12 Administrative Code ("WAC") related to insurance claims handling. I reviewed and am familiar
13 with the WACs as they set forth minimum standards in Washington for an insurer's investigation
14 of property claims in Washington and inform industry standards for how an insurance company
15 should investigate claims.

16 10. Based on my 48 years of experience, I understand that an insurer owes a duty of
17 good faith to its insured as part of its investigation of a property claim, and that as part of this
18 duty of good faith, an insurance company should deal fairly with its insured and give equal
19 consideration to the insured's interests in coming to a claim determination. As part of the
20 premium paid by a policyholder, the policyholder is entitled to and deserves a prompt,
21 reasonable, thorough, and comprehensive investigation, and a fair and impartial evaluation of a
22 claim submitted to its insurer. In addition, it is the custom and practice for the claims adjuster to
23 provide a full disclosure of all pertinent benefits and coverages available under the applicable
24 insurance policy. The insurance company must not favor its financial interest above the insured's
25 and instead must attempt to find coverage if coverage exists.

11. Based on my extensive review of the facts and documents in this case, as discussed in paragraph eight above and as set forth on page seven of my expert report (Dkt. #47-1 Ex. A to Declaration of Stephania Denton), my knowledge of industry standards based on my 48 years of experience, and professional certainty regarding the insurance industry, I determined that American Family fell below industry standards regarding the adjustment of insurance claims as follows:

(a) The Association tendered a claim to American Family for hidden damage at the Wildwood Condominiums on June 26, 2019. A joint intrusive investigation was completed at the Wildwood Condominiums on April 27–29, 2020. The Association produced Evolution Architecture’s Building Envelope Investigation Findings Report to American Family on May 14, 2020. A cost of repair estimate was prepared by Charter Construction, which was produced to American Family on July 3, 2020. The Association’s historic business records were made available to American Family in February 2020 and July 2020. In September 2020, American Family still had not reached a coverage determination regarding the Association’s claim. Therefore, on September 11, 2020, counsel for the Association, Justin Sudweeks, drafted a letter to American Family and requested that American Family come to a coverage determination. American Family did not issue its coverage determination, in which it denied the Association’s claim, until November 16, 2020. American Family’s investigation and adjustment of the Association’s claim took over fourteen (14) months to complete. Based on my professional experience, American Family’s conduct fell below industry standards regarding the adjustment of insurance claims. This is especially true because the Association had to specifically request that American Family come to a coverage determination. Even after receipt of the Association’s request that

1 American Family issue a coverage determination, American Family waited
2 months before it denied coverage for the Association's claim.

3 (b) American Family failed to adequately communicate with its policyholder, the
4 Association. The Association drafted a letter to American Family pursuant to
5 the Insurance Fair Conduct Act. American Family never provided a
6 substantive response to this letter or gave any indication to its insured that it
7 considered the Association's letter, which explained in great detail why the
8 Association believed American Family's coverage determination was
9 incorrect.

10 (c) American Family's coverage determination listed a number of exclusions which
11 American Family failed to explain and failed to provide a reasonable
12 explanation regarding how its policy language supported a denial of the
13 Association's claim. American Family failed to comply with industry standards
14 by denying the Association's claim without adequate explanation.

15 (d) American Family failed to consider opinions from the Association's expert,
16 Evolution Architecture, including that wind-driven rain/weather was a cause of
17 damage at the Wildwood Condominiums. American Family failed to attempt to
18 find coverage for the Association or provide full disclosure as it does not
19 mention or explain anything in its denial letter regarding whether the policy
20 provides coverage for rain/weather.

21 12. Based on these deviations from industry standards, I determined that American
22 Family failed to attempt to "find coverage" for its insured, the Association, as was its obligation
23 and duty to do so, and that American Family was not fair and impartial and instead appears to have
24 placed its interests ahead of the Association's, which is not in accordance with industry standards
25 for claims handling.

1 13. I have reviewed American Family's motion to exclude my testimony and all
 2 supporting declarations and exhibits to American Family's motion. In its motion, American Family
 3 does not explain that I came to my conclusion that American Family's investigation did not meet
 4 industry standards based on my review of a multitude of documents in relation to this claim, as
 5 well as based on my 48 years of experience, but instead falsely claims at pages six through ten of
 6 its motion that:

7 "Leatzow's report lacks discussion of relevant facts and data, lacks reliable
 8 principals and methods, and lacks an application of principals and methods to the
 9 facts of the instant case. Moreover, Leatzow's deposition testimony confirms that
 10 his report is the product of his own views and suppositions, and not a thorough
 11 review of the facts that are specific to this case."

12 American Family's claim that I have no reliable principles or methods on which
 13 my opinions are based is simply incorrect. In my expert report I make it clear that my
 14 opinions are based on industry standards including: "A reasonable degree of professional
 15 certainty within the *insurance industry*" based on "[m]y 47 years in the property/casualty
 16 insurance business," (page seven of my expert report) including a review of WACs which
 17 set forth minimum claims handling standards in Washington.

18 14. American Family's claim that my expert report lacks discussion of relevant facts
 19 and data is also just a complete misrepresentation. My expert report was structured so that page
 20 seven of my expert report identifies the multitude of documents I reviewed in coming to my
 21 opinions. Based on the numerous documents I reviewed in relation to this matter, and my
 22 experience as to how claims handling should be conducted in the industry, pages four through six
 23 of my report then explain the specific ways in which American Family's claims handling does
 24 not meet industry standards. Based on all of the above, I then came to my opinions (page 6 of my
 25 expert report) in which I conclude that American Family deviated from industry standards by not
 26 attempting to find "coverage" for its insured, the Association, as was its obligation to do so, that
 27 American Family's investigation was not fair or impartial as American Family instead attempted

1 to put its interest ahead of the insured's, and that American Family failed to meet minimum
2 claims handling standards.

3 15. On pages five and six of its motion, American Family tries to claim that because I
4 reviewed WACs, which set forth minimum claims handling standards in Washington and inform
5 industry standards in the insurance industry, that my opinions are purely legal conclusions. This
6 is also not true. It is the standard in my industry to be familiar with WACS as evidenced by the
7 fact that American Family's own expert also and similarly analyzed WACS in her report.

8 16. My deposition in this matter was taken on February 10, 2023. At my deposition I
9 clearly explained to American Family that my opinions were based on custom and practice within
10 the industry. Attached as Exhibit B (58:10–14) is a true and correct copy of my deposition
11 testimony to this effect.

12 17. In its motion (p. 10:18–26), American Family claims that I provided no analysis in
13 my expert report regarding my opinions that “(2) AmFam failed to attempt to ‘find coverage’ for
14 their insured, Wildwood, as was their obligation and duty to do[,]” and that “(3) AmFam failed to
15 act in good faith throughout their adjusting of the Wildwood claim and placed their financial
16 benefit ahead of their policyholder, Wildwood” While this is just not true as my expert report
17 fully explained these opinions, American Family omits that I further explained the basis for these
18 opinions at my deposition. Attached as Exhibit C (57:15–58:12, 14–59:7, 13–23, 60:1–9) is a true
19 and correct copy of my deposition testimony further explaining why American Family acted and
20 performed below industry standards in failing to attempt to “find coverage” for the Association's
21 claim, as was its obligation. Attached as Exhibit D (60:10–61:14) is a true and correct copy of my
22 deposition testimony explaining why I believe that American Family put its financial interests
23 ahead of the Association's in its coverage investigation.

24 18. In its motion (p. 9:2–4), American Family also claims with respect to my opinion
25 that American Family did not conduct a prompt investigation that: “In fact, Leatzow conducted
26 **no analysis** of American Family's efforts to resolve the Association's claim whatsoever, nor did
27

1 he even attempt to do so.” This does not follow from the opinions expressed in my expert report
 2 or from my deposition testimony, where I repeatedly explained that I determined, based on all the
 3 information I reviewed in this case, which included American Family’s claim file (that
 4 documented American Family’s activities in adjusting the Association’s claim), that American
 5 Family did not promptly investigate the Association’s claim. Attached as Exhibit E (31:10–
 6 32:23, 39:6–40:2, 51:2–52:7) is a true and correct copy of my deposition testimony to this effect.

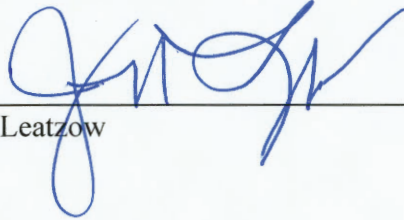
7 19. In its motion (p. 6:9–10), American Family claims that: “Because Leatzow’s
 8 report and opinions either seek to instruct the jury as to the applicable law or offer an opinion as
 9 to an ultimate issue of law, they are inappropriate and must be stricken.” This is not an accurate
 10 description of my testimony and opinions in this matter. For example, at page one of my expert
 11 report, I make it clear that “I have been retained as an insurance expert on behalf of Plaintiff
 12 Wildwood Townhomes Owners Association to **evaluate the manner in which Defendant,**
 13 **American Family Mutual Insurance Company, adjusted Wildwood’s first party, property**
 14 **claim** tendered on June 26, 2019.” Consistent with my report, I testified at deposition that “**my**
 15 **marching orders in this case was to only offer my opinions concerning the process and**
 16 **procedure and the manner in which the claim was adjusted.**” Attached as Exhibit F (16:8–
 17 23, 40:9–16) is a true and correct copy of my deposition testimony to this effect.

18 20. I do not intend at trial to provide any ultimate issue testimony that American
 19 Family acted in bad faith or violated a Washington statute. Rather, I intend to testify that as
 20 discussed in paragraphs seven through eleven of this Declaration that American Family’s process,
 21 procedures, and the manner in which American Family adjusted the Association’s claim simply
 22 did not meet industry standards based on my 48 years of experience.

23 21. In its motion, American Family states that my testimony was stricken in the case
 24 *American Service Ins. Co. v. Iousoupov*. To my recollection, I was never formally retained in this
 25 matter. Additionally, I have been informed that an unsigned affidavit in this matter has been used
 26 to claim my involvement.

1 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE
2 UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

3 Dated this 14th day of April, 2023, at Three Lakes, Wisconsin.

4
5 
6 _____
7 Jim Leatzow
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CERTIFICATE OF SERVICE

I hereby certify that on April 17, 2023, a copy of the foregoing ***Document*** and this ***Certificate of Service*** were served on counsel below as noted:

Attorneys for Defendant American Family
Mutual Insurance Company, S.I.:

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Stephanie C. Denton

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☐ via Legal Messenger

☐ via Email

☒ via USDC ECF

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

SIGNED this 17th day of April, 2023, at Tukwila, Washington.

s/Zach Heafner

Zach Heafner, Paralegal

16400 Southcenter Parkway, Suite 410

Tukwila, WA 98188

Email: zach@condodefects.com

Phone: (206) 388-0660

EXHIBIT A

Jim Leatzow

Expert Services / Litigation Support / Insurance Industry Specific



48 years of property/casualty insurance industry & agency experience
23 years national Managing / Underwriting General Agent experience
20 years national 3rd Party Administrator (TPA) claims adjusting experience
48 years licensed property-casualty Agent / Broker / Producer
26 years reinsurance experience
19 years ARIAS Certified Insurance & Reinsurance Arbitrator
Licensed producer & surplus lines broker in 50 states + D.C. until October 2005

President/Founder, Leatzow & Associates, Inc. (consulting firm)-1975 to present
President/Founder, Three Lakes Insurance Co., (reinsurer) - 1992 to 2019

Practical insurance & reinsurance industry experience including:

- Property-Casualty **Agent / Broker / Producer** duties & standard of care
- Managing General / Underwriting Agent (**MGA/MGU**) / **Wholesaler** duties & standard of care
- **Third Party Administrator (TPA)**: claim adjusting duties & standard of care
- **Bad faith expert**: qualified nationally in state & federal courts
- **Commercial Liability policy Underwriter** and **National Claims Adjuster** (20+ years)
- **Coverage & claims expert**: offering opinion on coverages, placement & disputes involving:
General Liability ♦ Property ♦ Aviation ♦ Workers Comp ♦ Auto ♦ Casualty Insurance
Professional Liability ♦ Errors & Omissions (E&O) ♦ Excess - Surplus lines
- **Construction industry insurance** underwriting, placement & claim adjusting (**23 years**)
- **Underwriting experience (23 years)**
- History of representing both **Plaintiff & Defense equally** in expert testimony consulting
- Provided testimony in **all 11 federal districts / Federal Rule 26 Report** specialization
- 700+ Expert retentions / 100+ depositions / 25 trial testimonies / 50+ arbitration retentions
- **Reinsurance company Founder / Owner / President (1992-2019)**
- Non-attorney, credentialed mediator from **DePaul Law School**, Chicago, Illinois

Website: www.Leatzow.com

Education: B.A., Ripon College – 1969

Professional Memberships & Experience:

- ♦ Independent Insurance Agents & Brokers of America (IIAA)
- ♦ Former ARIAS Certified insurance & reinsurance Arbitrator (19 years)
- ♦ Private pilot of 58 years experience with Commercial, Multi-Engine, Instrument & Seaplane ratings
- ♦ Former Corps of Engineers Officer & Combat Engineer Company Commander (1970-1974)

Leatzow
& Associates

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EXHIBIT B

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1 document itself really throughout the exclusions and
2 this was their basis when they had a clear obligation
3 to delineate how those things applied.

4 And finding coverage means that you are
5 equally searching for the benefit of your client,
6 which is in this case Wildwood, to see if anything
7 might have applied to provide coverage to them. And
8 that's a basic part of good faith handling and one
9 that I'm critical of because they didn't do that.

10 Q Is your opinion that AmFam failed to attempt
11 to find coverage based solely on the statements made
12 in AmFam's denial letter?

13 A No. It's based upon custom and practice
14 within the industry. That's the basis of it. And so
15 there are -- we can look at -- finding coverage is
16 wrapped into a number of things, including the lack of
17 explanation which was just phenomenal and that's a
18 requirement absolutely.

19 The wind-driven rain was never adequately
20 described as would be critical of this. The lack of
21 response is part of the issue and as well as the
22 attempt to identify and show that AmFam made an
23 attempt to look for coverage for their client. And if
24 they did look for it and said but we couldn't -- we
25 couldn't find it, then I would have been satisfied.

EXHIBIT C

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1 A That, as I recall, was dealing with the issue
2 of wind-driven rain. AmFam never provided an
3 explanation of their position regarding wind-driven
4 rain, as was their duty to do so, and that had been
5 included in correspondence from the association as
6 well.

7 Q Your second opinion noted on page 6 of your
8 report is that AmFam failed to attempt to, quote, find
9 coverage, closed quote, for their insured, Wildwood,
10 as was their obligation and duty to do so.

11 My question for you is where this opinion is
12 discussed in your report?

13 A Where does -- say that again. I couldn't hear
14 you.

15 Q My question is: Opinion number 2, I'd like to
16 know where that is discussed within your report.

17 A Finding coverage is one of the basic tenets of
18 good faith handling, and to the extent that if an
19 insurer is acting in bad faith, then it is not acting
20 in good faith. And good faith includes finding
21 coverage, and there was an absolute lack of that in
22 here.

23 When AmFam issued their denial letter, they
24 put forth a bunch of exclusions but failed to provide
25 and tie back any of the information to their policy

1 document itself really throughout the exclusions and
2 this was their basis when they had a clear obligation
3 to delineate how those things applied.

4 And finding coverage means that you are
5 equally searching for the benefit of your client,
6 which is in this case Wildwood, to see if anything
7 might have applied to provide coverage to them. And
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19 The wind-driven rain was never adequately
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21 response is part of the issue and as well as the
22 attempt to identify and show that AmFam made an
23 attempt to look for coverage for their client. And if
24 they did look for it and said but we couldn't -- we
25 couldn't find it, then I would have been satisfied.

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1 But there was no nod whatsoever and no explanation of
2 their methodology trying to find coverage for that
3 client. And so that's what this is referring to.

4 Q Do you know for a fact that AmFam did not
5 attempt to find coverage, or is it your statement that
6 AmFam did not communicate its attempt to find
7 coverage?

8 MS. FENIELLO: Object to form.

9 A Go ahead. I'm sorry.

10 MS. FENIELLO: Sorry. Object to the
11 form.

12 But you can answer if you can.

13 A They have a duty and obligation to explain
14 their claim process to their client, and they failed
15 to do so at every turn. Not only did they fail to tie
16 back the exclusions they were claiming, that has to be
17 explained individually. But they also did not offer
18 any explanation as to what they had attempted to do to
19 find coverage.

20 If they did so, then they should have put it
21 forth. They did not. And so it was woefully lacking
22 and, oh, by the way, untimely. That's the essence of
23 this case.

24 Q And I'll move to strike the answer as
25 nonresponsive in part.

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1 Sir, my question was whether or not you know
2 for a fact that AmFam did not attempt to find
3 coverage?

4 MS. FENIELLO: Objection, asked and
5 answered.

6 A They did not explain any of their actions, so
7 I necessarily reasonably made an assumption they had
8 not done so. They had a duty to explain it and failed
9 to.

10 Q Mr. Leatzow, your third opinion on page 6 of
11 your report is that AmFam failed to act in good faith
12 throughout their adjusting of the Wildwood claim and
13 placed their financial benefit ahead of their
14 policyholder, Wildwood. Such unreasonable handling of
15 the Wildwood claim can only be characterized as having
16 acted in bad faith.

17 Do you see that?

18 A I do.

19 Q My first question is where in your report do
20 you discuss AmFam placing their financial benefit
21 ahead of Wildwood's?

22 A They were doing so by denying a claim without
23 adequate explanation. And so if they were -- if their
24 denial was woefully lacking, which it was, with no
25 explanations and they were denying coverage to a

EXHIBIT D

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1 Sir, my question was whether or not you know
2 for a fact that AmFam did not attempt to find
3 coverage?

4 MS. FENIELLO: Objection, asked and
5 answered.

6 A They did not explain any of their actions, so
7 I necessarily reasonably made an assumption they had
8 not done so. They had a duty to explain it and failed
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11 your report is that AmFam failed to act in good faith
12 throughout their adjusting of the Wildwood claim and
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14 policyholder, Wildwood. Such unreasonable handling of
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16 acted in bad faith.

17 Do you see that?

18 A I do.

19 Q My first question is where in your report do
20 you discuss AmFam placing their financial benefit
21 ahead of Wildwood's?

22 A They were doing so by denying a claim without
23 adequate explanation. And so if they were -- if their
24 denial was woefully lacking, which it was, with no
25 explanations and they were denying coverage to a

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1 policyholder lacking that explanation, they are
2 putting themselves in a position by their actions to
3 not have to pay money out and not explain it. And
4 that would be classic bad faith.

5 And that is ultimately putting one's self
6 ahead of the policyholder. I saw no nod whatsoever
7 throughout the claim handling on the part of AmFam in
8 this claim where they attempted to act appropriately
9 and find coverage for their customer. And so if
10 they're not finding coverage -- if they failed to find
11 it but tried, one would expect to see that. I didn't
12 see any instance of that, so that is the basis on
13 which they're putting themselves financially ahead of
14 their policyholder.

15 Q Is it correct that the extent of your
16 examination of AmFam's actions consisted of examining
17 the claim file?

18 MS. FENIELLO: Object to the form.

19 A And the correspondence that I reviewed.

20 Q Other than the opinions set forth on page 6 of
21 your report, have you formed any other opinions in
22 relation to this lawsuit?

23 A No, not as of this time.

24 Q Okay. And do you expect to form any more
25 opinions in this lawsuit prior to trial?

EXHIBIT E

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1 can speak a little bit slower, that would be helpful
2 to me.

3 Q Of course. Referring, again, to page 4 of
4 your report and the code provision that's cited
5 therein, the provision requires, quote, reasonable
6 assistance to the insurer in order to facilitate
7 compliance with this provision, closed quote, doesn't
8 it?

9 A Yes.

10 Q In the course of preparing your opinion, did
11 you conduct any analysis of whether Wildwood complied
12 with this requirement of the code?

13 MS. FENIELLO: Object to form.

14 You can answer.

15 A That would be -- I view that as a coverage
16 issue as opposed to it was not Wildwood that was
17 providing any form of delay, and so I did note that
18 because I did note -- my job is to search for the
19 truth. And in this instance, I didn't see where
20 Wildwood had withheld anything from AmFam.

21 And to the contrary, AmFam was the one that
22 had basically, or so it appeared, dragged their feet
23 for a profound amount of time ultimately only to come
24 up with their finding 14 months later.

25 Q And I'll move to strike that response as

1 nonresponsive. I'm going to ask you again,
2 Mr. Leatzow.

3 In the course of preparing your opinion, did
4 you conduct any analysis of whether Wildwood complied
5 with this requirement of the code?

6 MS. FENIELLO: Objection, asked and
7 answered.

8 A I viewed the parties equally, and to the
9 extent that that is viewed as an analysis, I made a
10 determination that Wildwood had not -- had not
11 breached anything that I reviewed. But to the extent
12 that's part of the procedure, then so be it. But I
13 did offer my opinion, as I stated, regarding AmFam's
14 delay as being part of the findings.

15 And so I did not find -- and so, therefore, I
16 guess I did my analysis on whether Wildwood had
17 complied, and I found no breach of anything concerning
18 the information they were being put forth.

19 Q In the course of your investigation, do you
20 recall seeing any letters from AmFam to Wildwood
21 asking for information to be provided?

22 A Not that I recall that was denied or not
23 provided.

24 Q Would requests such as that, if, in fact,
25 Wildwood had -- I'm sorry. Let me rephrase that

1 A I don't recall.

2 Q Do you have any idea of the volume or content
3 of the records that AmFam may have requested from
4 Wildwood in this case?

5 A No, I don't recall that either.

6 Q That's not something you analyzed as part of
7 your work in this case?

8 A It was my understanding from what I reviewed
9 that it was an open book, so all of the records that
10 were available -- and, again, I took from what I
11 reviewed that nothing was being withheld in terms of
12 going all the way back to construction and some of the
13 earlier -- earlier events that occurred at Wildwood.

14 Q Now, referring again to page 5 of your
15 report -- and I think you mention this in one of your
16 prior answers -- you refer to an additional important
17 gesture. What was that gesture?

18 A Where are you reading from?

19 Q The second paragraph of page 5 of your report.

20 A Yes. I'm referring to the two -- I call them
21 gestures on the part of Wildwood making records
22 available both in person and then ultimately with a
23 digital electronic link.

24 Q And you also note that Wildwood offered to
25 make the complex available for visual inspection;

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1 right?

2 A That's my understanding, correct.

3 Q Wasn't that a requirement of the policy?

4 MS. FENIELLO: Object to the form,
5 beyond the scope.

6 But you can answer if you can.

7 A Yeah. I don't -- I don't have any answer for
8 that one.

9 Q That wasn't something that you analyzed as
10 part of your work?

11 MS. FENIELLO: Objection, asked and
12 answered.

13 A No. My -- my marching orders in this case was
14 to only offer my opinions concerning the process and
15 procedure and the manner in which the claim was
16 adjusted.

17 Q Okay. Referring to the same paragraph, I
18 think it's one sentence when it possibly should be
19 two. So I'd like for you to read it to yourself, and
20 then I'll ask you a couple questions. Okay?

21 A Which ones are you referring to?

22 Q Just the second paragraph on page 5 of your
23 report starting with "An additional important
24 gesture."

25 A All right.

1 policyholder of that magnitude.

2 Q Now, you've testified today that Wildwood was
3 reasonable in that it provided, in your words, a
4 cascade of information or a timely flow of
5 communication to AmFam; correct?

6 A Yes, generally so.

7 Q But you also did not attempt to investigate
8 what AmFam was doing to reach a coverage
9 determination; correct?

10 A I was interested in their outcome, and I was
11 interested as well in the flow of information that was
12 coming, basically, between the two. And -- but I saw
13 nothing that would have underscored or justified the
14 delays.

15 Q But you didn't look for one; correct?

16 MS. FENIELLO: Object to form.

17 A I didn't -- I don't go digging through that
18 kind of file. I didn't see anything in the claim file
19 that indicated the justification for it.

20 Q Wouldn't a reasonableness determination
21 require you to examine the actions of both parties,
22 not just one?

23 MS. FENIELLO: Object to form.

24 A I would agree, and I believe I did that.

25 Q And how did you do that with respect to AmFam?

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1 A In terms of my review of the claim file, I
2 didn't see anything that would have justified the
3 protracted amount of time. And, once again, two
4 months after the letter went out in I believe it was
5 September of 2020 asking for will you give us the
6 coverage determination, that's never been justified in
7 anything that I've reviewed in this file, none.

8 Q Now, AmFam ultimately denied Wildwood's claim;
9 correct?

10 A Yes.

11 Q Okay. And you refer to the November 16, 2020,
12 denial letter on page 5 of your report. And you state
13 in quotes and italics: We regret that we could not be
14 of assistance to you, closed quote.

15 Do you see that?

16 A Where are you reading from?

17 Q The fourth paragraph on page 5, beginning with
18 "AmFam finally responded."

19 A What is the first part of the paragraph you're
20 referring to so I can get there?

21 Q "AmFam finally responded on November 16,
22 2020."

23 A On page 5?

24 Q Yes, sir.

25 A Pull it up on the screen. This is kind of

EXHIBIT F

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1 major insurers in the United States in my caseload.

2 Q Do you recall the specifics of any case where
3 AmFam was a party?

4 A I really don't.

5 Q Can you estimate for me when the last time you
6 were involved in a case involving AmFam was?

7 A Probably five or six years.

8 Q Turning back to this matter, in broad terms,
9 general terms, after you were retained, what were you
10 asked to do?

11 A I was asked to offer my opinions, do the
12 requisite review and analysis, and evaluate the
13 process undertaken by AmFam in their adjusting of this
14 claim. And so it really is procedure oriented as
15 opposed to coverage and so forth. I wasn't asked to
16 and did not and do not offer any opinions as to the
17 coverages and so forth. It's more about how did AmFam
18 comport themselves in handling the claim ultimately.

19 Q And did you complete that assignment?

20 A Yes, I did.

21 Q And is your work reflected in the expert
22 report you prepared in connection with this case?

23 A I believe it is.

24 Q And as you sit here today, Mr. Leatzow, do you
25 currently anticipate performing any more work prior to

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1 right?

2 A That's my understanding, correct.

3 Q Wasn't that a requirement of the policy?

4 MS. FENIELLO: Object to the form,
5 beyond the scope.

6 But you can answer if you can.

7 A Yeah. I don't -- I don't have any answer for
8 that one.

9 Q That wasn't something that you analyzed as
10 part of your work?

11 MS. FENIELLO: Objection, asked and
12 answered.

13 A No. My -- my marching orders in this case was
14 to only offer my opinions concerning the process and
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17 Q Okay. Referring to the same paragraph, I
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21 A Which ones are you referring to?

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23 report starting with "An additional important
24 gesture."

25 A All right.